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Attorney for Movant,
U.S. Bank Trust National Association, as Trustee for LB-Igloo Series IV Trust, its successors
and/or assignees

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In Re:	)	CASE NO.: 22-20108
)	
Kamcare LLC	)	DC: ELP-1
)	
Debtor.	)	CHAPTER 11
)	
	)	MOTION FOR RELIEF FROM THE
	)	AUTOMATIC STAY AND MEMORANDUM
	)	AND POINTS AND AUTHORITIES
	)	THEREOF
)	
	)	Hearing Date:
	)	Date: 04/07/2022
	)	Time: 10:00 a.m.
	)	Ctrm: 33, Dept E
	)	Place: 501 I Street, 6 th Floor, Sacramento, CA
	)	95814
)	
	)	Honorable Ronald J. Sargis

TO ALL PARTIES IN INTEREST AND TO THEIR ATTORNEYS OF RECORD:

COMES NOW, Movant, U.S. Bank Trust National Association, as Trustee for LB-Igloo Series IV Trust, its assignees and/or successors in interest (“Secured Creditor” or “Movant” herein), moves this Court for an Order Terminating the Automatic Stay Creditor” or “Movant” herein), moves this Court for an Order Terminating the Automatic Stay of 11 U.S.C. § 362 as to

moving party (and the Trustee under the Deed of Trust securing moving party's claim) so that moving party and its Trustee may commence and continue all acts necessary to foreclose under the Deed of Trust secured by the Debtor property, commonly known as **9589 Mainline Drive, Elk Grove, CA 95624-4466**, ("Property" herein).

Movant submits the following Memorandum of Points and Authorities in support of its Motion for Relief From Stay.

I. STATEMENT OF FACTS

The subject real property securing the Deed of Trust loan is commonly known as **9589 Mainline Drive, Elk Grove, CA 95624-4466** ("Property"), and legally described as set forth therein. A true and correct copy of the Deed of Trust is attached to the Motion as **Exhibit "1"**.

Movant is the holder and in possession of the original Promissory Note dated November 14, 2006 in the principal amount of \$452,000.000 and executed by Freddie Wilson ("Borrower"). The Note is secured by the Deed of Trust of the same date. A true and correct copy of the Note is attached to the Motion as **Exhibit "2"**.

The Deed of Trust was assigned to Movant. True and correct copies of the Assignments are attached collectively to the Motion as **Exhibit "3"**.

The Debtor, Kamcare LLC ("Debtor") filed this subject bankruptcy petition on January 18, 2022, the eve of a scheduled foreclosure sale.

Monthly payments:	8 payments (5/1/20-12/1/20) @ \$2,855.30	\$22,842.40
	12 payments (1/1/21-12/1/21) @ \$2,666.77	\$32,001.24
	2 payments (1/2/22-2/1/22) @ \$2,448.07	\$4,896.14
Attorney's Fees		\$1,439.49
Foreclosure Expenses		\$217.12
Prior Servicer Late Charges		\$375.56
Prior Servicer Corporate Advance		\$5,309.35
Prior Servicer Third Party Corporate Advance		\$306.04
Late Charges		\$251.38
Bankruptcy Attorney and Filing Fee		\$1,238.00
Total Delinquencies:		\$68,876.72

The next scheduled monthly payment of \$2,448.07 is due March 1, 2022 and continuing each month thereafter. However, this amount may be subject to change pursuant to the terms of the applicable loan documents. Late charges will accrue if the payments are not received by the 15th of the month.

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2 ///

3 **II. DISCUSSION**

4 Pursuant to 11 U.S.C. §362(d)(1), Movant is entitled to relief from the automatic stay to
5 enforce its lien for cause, including lack of adequate protection of any interest in the Property.
6 Movant submits that cause exists to grant relief under *Section 362(d)(1)*. Bankruptcy Code
7 *Section 362(d)(1)* provides that a party may seek relief from stay based upon “cause,” including
8 lack of adequate protection. Adequate protection can be offered in the form of cash or periodic
9 payments or the existence of a sufficient equity cushion.

10 Movant submits that adequate protection in this case requires normal and periodic cash
11 payments to Movant, as called for by the Note. The loan is twenty-two (22) months delinquent
12 on payments to Movant. A continuing failure to maintain required regular payments has been
13 held, in and of itself, to constitute sufficient cause for granting a motion to modify the stay. (*In*
14 *re Trident Corp.*, 19 BR 956,958 (Bankr. E.D. Pa. 1982), *aff’d* 22 BR 491 (Bankr. E.D. Pa. 1982
15 (citing *In re Hinkle*, 14 BR 202, 204 (Bankr. E.D. Pa. 1981); *see also In re Jones*, 189 BR 13, 15
16 (Bank. E.D. Okla 1995) (citing *Hinkle*, 14 BR at 204)).

17 Furthermore, pursuant to 11 U.S.C. §362(d)(2), Movant is entitled to relief from the
18 automatic stay to enforce its lien as there appears to be no equity or insufficient equity with
19 respect to the subject Property and the Property is not necessary for an effective reorganization
20 of the Debtor, Kamcare LLC. Debtor is not the owner of record of this Property nor is Debtor
21 the borrower of record of Movant’s loan. Debtor schedules an ‘equitable interest’ valued at
22 \$0.00 within Schedule A. Debtor lists Movant as a secured creditor in Schedule D. However, as
23 Debtor is not the borrower of record and has not assumed the debt, Debtor does not have
24 standing to modify or otherwise reorganize this debt within its filed Chapter 11 Petition.
25 Moreover, the Property possesses no value to this bankruptcy estate and relief should be granted
26 for “cause” pursuant to §362(d)(1). Relief should further be granted pursuant to §362(d)(2) due
27 to the fact this Debtor is not the borrower, the existing lack of equity, and the substantial default
28 existing.

III. CONCLUSION

/s/ Erica Loftis Pacheco
Erica Loftis-Pacheco, Esq.
Attorney for Movant